

RESOLUTION NO. 2026-_____

CITY OF TONTITOWN, WASHINGTON COUNTY, ARKANSAS

A RESOLUTION AUTHORIZING THE MAYOR AND CITY ATTORNEY TO EXECUTE AN AGREED ORDER AND AUTHORIZING PAYMENT RELATED TO THE SETTLEMENT OF WAGNER V. CITY OF TONTITOWN, ET AL., WASHINGTON COUNTY CIRCUIT COURT CASE NO. 72CV-25-2686-1

WHEREAS, litigation styled Mick Wagner v. The City of Tontitown, Arkansas and Angela Russell, Mayor of Tontitown, Arkansas, in her official capacity, Case No. 72CV-25-2686-1, is currently pending in the Circuit Court of Washington County, Arkansas; and

WHEREAS, the parties have negotiated and agreed upon the terms of a proposed Agreed Order intended to fully resolve all claims pending in the litigation; and

WHEREAS, pursuant to the terms of the proposed Agreed Order, the City of Tontitown shall pay attorney's fees in the amount of Twenty-Six Thousand Seven Hundred Five Dollars (\$26,705.00) and costs in the amount of One Thousand Eighty-Nine Dollars and Fifty-One Cents (\$1,089.51); and

WHEREAS, the City Council finds that approval of the proposed Agreed Order and settlement is in the best interest of the City of Tontitown and will avoid further litigation expenses and uncertainty.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Tontitown, Arkansas as follows:

Section 1. The City Attorney is hereby authorized to execute the proposed Agreed Order in Wagner v. City of Tontitown, et al., Washington County Circuit Court Case No. 72CV-25-2686-1, attached hereto as Exhibit "A". The City Attorney is further hereby authorized to execute any subsequently amended versions of the Agreed Order, provided that the revisions do not materially alter or affect the terms of settlement approved by the City Council, increase the financial obligations of the City, admit to any additional violations of law, or otherwise materially prejudice the legal interests of the City. Non-material revisions may include corrective or formatting revisions, procedural revisions, timing revisions, or other changes requested by the Court that do not substantially alter the approved settlement terms.

Section 2. Upon execution and entry of the Agreed Order, the Mayor is hereby authorized to approve payment in the amount of Twenty-Seven Thousand Seven Hundred Ninety-Four Dollars and Fifty-One Cents (\$27,794.51) consistent with the terms of the settlement. The amounts authorized herein are hereby appropriated from available funds of the City for purposes of satisfying the settlement obligations described in the Agreed Order.

Section 3. The City Clerk-Treasurer is hereby authorized to issue payment consistent with the terms of the Agreed Order and settlement.

Section 4. Nothing in this Resolution shall be construed as an admission of liability, wrongdoing, or violation of law by the City or any official, except to the extent expressly set forth in, and on the terms specifically stated, in the Agreed Order approved herein.

Section 5. If any portion of this Resolution is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 6. Electronic signatures and counterparts are authorized for purposes of executing the Agreed Order and related settlement documents.

Section 7. EMERGENCY CLAUSE. The City Council finds that immediate approval of this Resolution is necessary to protect the financial and legal interests of the City in pending litigation presently set for trial; therefore, an emergency is declared to exist, and this Resolution shall be in full force and effect immediately upon passage and approval.

PASSED AND APPROVED on this _____ day of _____, 2026.

APPROVED:

Angela Russell, Mayor

ATTEST:

Rhonda Ardemagni, City Clerk-Treasurer
(SEAL)

SPONSORSHIP AND LEGISLATIVE HISTORY

Sponsor (Initiated By): _____

Motion to Introduce Made By: _____

Seconded By: _____

Adopted / Passed: _____

Vote: Ayes ____ Nays ____ Abstain ____ Absent ____

This requirement is in addition to, and does not supersede, any authentication, attestations, or signature requirements imposed by state law or other provisions of the Tontitown Municipal Code.

IN THE CIRCUIT COURT OF WASHINGTON COUNTY, ARKANSAS
CIVIL DIVISION

MICK WAGNER

PLAINTIFF

vs.

NO. 72CV 25-2686-1

THE CITY OF TONTITOWN, ARKANSAS and
ANGELA RUSSELL, MAYOR OF TONTITOWN ARKANSAS
In her official capacity

DEFENDANTS

AGREED ORDER

NOW, on the date indicated below by the Court's signature, comes on for consideration this matter, at the request of the parties. The Plaintiff appears by his attorney, Steven S. Zega. The Defendants appear by their attorney, Tyler Farrar, Tontitown City Attorney. The parties announce to the Court that they have reached a compromise and settlement of all issues now pending before the Court, and from the Court's review of the file, statements of counsel, and all other things, matters and facts properly before the Court, the Court FINDS, CONSIDERS, ORDERS, and ADJUDGES:

1. This Court has jurisdiction over the persons of the parties and the subject matter of this case. Venue is proper in Washington County Circuit Court.

2. The parties agree, and the Court finds, that the City of Tontitown did not fully comply with its obligations under the Arkansas Freedom of Information Act, ARK. CODE ANN. § 25-19-105, with respect to the Plaintiff's requests of November 4, 2024 and July 24, 2025. The parties further agree that this finding is limited solely to the specific requests and circumstances at issue in this litigation, does not constitute an admission of any willful or knowing violation of law, does not establish a pattern or practice of noncompliance, and shall not be used as evidence of liability,

wrongdoing, or entitlement to damages, penalties, or attorney's fees in any other claim, proceeding, or cause of action.

3. The City of Tontitown shall pay to the Plaintiff the following: \$26,705.00 in attorney's fees, and \$1,089.51 in costs. These sums shall be paid as soon as practicable after the entry of this Order, but in no event later than 30 days after its entry.

4. With the entry of this Order, this case shall be DISMISSED WITH PREJUDICE, provided, however, that this dismissal does not release the City of Tontitown from its obligations to pay the Plaintiff the sums enumerated in the preceding paragraph. If, for whatever reason, the City of Tontitown does not pay said sums in accordance with the terms of this Order, the Plaintiff may petition for contempt and that those sums be reduced to judgment.

IT IS SO ORDERED.

Signed electronically on the date indicated below by:
Honorable Doug Martin
Circuit Judge, Division 1

Prepared and approved by:

/s/ Steven S. Zega
Steven S. Zega, Arkansas Bar Number 93234
Crouch, Harwell, Fryar & Ferner, PLLC
111 Holcomb, P.O. Box 1400
Springdale, AR 72765-1400
(479) 751-5222
(479) 751-5777 (fax)
szega@nwa.law
Attorney for the Plaintiff

Approved as to form and content:

Tyler Farrar, Tontitown City Attorney